

CCO Form: GS01
Approved: 2/93 (TLP)
Revised: 8/10 (AR)
Modified:

ROUTE:
COUNTY:
PROJECT:
PARCEL:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CONTRACT AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Missouri Highways and Transportation Commission, (hereinafter, "Commission"), and _____ (hereinafter, "Contractor").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

(1) CONSIDERATION: Consideration for this Agreement shall be the acceptance of the Contractor's bid and the award of this contract to the Contractor by the Commission.

(2) CONTRACTOR'S DUTIES: The Contractor shall furnish, at the Contractor's expense, _____ as set out in the Contractor's proposal which is attached to this document and incorporated into this Agreement. The Contractor shall supply those items designated in the Contractor's proposal for which the bid has been accepted, which are incorporated into this Agreement. The Contractor shall comply with all provisions of the proposal in the specifications which are attached to this Agreement, which are incorporated into this Agreement.

(3) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Contractor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(4) PAYMENT: The Commission agrees to pay the Contractor in a manner and in the amount(s) provided in the Contractor's proposal 3-100914WB, attached hereto and made part of this Agreement.

(5) AMENDMENT: Any change in the Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of Contractor and Commission.

(6) ASSIGNMENT: The Contractor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(7) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor

responsible for damages.

(8) CANCELLATION: The Commission may cancel the Agreement at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

(9) AUDIT OF RECORDS: Contractor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(10) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(11) CONTRACT PERIOD: The initial contract period is from September 14 through October 29, 2010.

(12) EXECUTIVE ORDER: The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

(A) By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.

(B) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

(13) INCORPORATION OF PROVISIONS: The Contractor shall include the provisions of paragraph 12 of this Agreement in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(14) INDEMNIFICATION: The Contractor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a

person for any matter relating to or arising out of the Contractor's performance of its obligations under this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have entered into this agreement on the date last written below.

Executed by the Contractor this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

Title _____

Attest:

Secretary to the Commission

Approved as to Form:

Commission Counsel

By _____

Title _____

Attest:

By _____

Title _____

(CORPORATE SEAL)